



BOARD OF PUBLIC WORKS & SAFETY JUNE 24, 2004 MINUTES

Mayor Charles Henderson called the meeting to order at 6:00 p.m.

PRESENT:	Board members Warren Beville and Mayor Henderson; Clerk-Treasurer Jeannine Myers; and Director of Engineering Paul Peoni. City Attorney Shawna Koons-Davis was not able to be present.
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Mr. Beville moved to accept the revised minutes of June 10th as presented. Second by the Mayor. Vote: Ayes.

Paul Christy spoke to the safety issue at the intersection of U.S. 31 and Madison Avenue at K-Mart, referring to a two-page handout. Mr. Christy described how traffic backs up in the left-hand turn lanes to go south on U.S. 31 because only about four cars can get into the southernmost left-turn lane and then the northernmost left-turn lane backs up to Smith Valley Road because the northernmost lane is a right-turn/through-lane only. Mr. Christy proposed eliminating the shorter turn lane, do re-striping and get new signage, and have the State adjust the timing on the loops for the traffic signals. This would give two longer lanes from Smith Valley Road down to U.S. 31, he added, making the new southern lane a left-turn only and the new northern lane a left-turn/through/right-turn lane. Mayor Henderson recalled that there have been numerous studies of that area by "experts". The situation at that intersection now is the last recommendation by a traffic study, probably about 10 to 12 years ago, he noted. Mayor Henderson said that staff would study this but told Mr. Christy that any change would have to be certified by a traffic study for reasons of liability. The Mayor expressed his appreciation for Mr. Christy's concern and the drawings he presented. Staff will work on this and hopefully have more information in a few weeks.

Evanda Bonnie Jeffers of 482 Conifer Way was next with a damage claim against the City. Ms. Jeffers recounted that when snow is plowed on her cul-de-sac it is piled up in front of her mailbox and her neighbor's. She told the Board that if the driver piled up the snow one house farther, there is a drainage ditch and there is no mailbox. After continuous requests not to pile snow in front of those mailboxes, Ms. Jeffers stated, they continue to do so. Ms. Jeffers described a fall on January 27th of this year when she injured her hip, lower back and shoulder and hit her head. She has about \$1,200 in doctor's bills, she asserted and her injuries are improving with the exception of her shoulder. The Mayor assured Ms. Jeffers he would personally meet with the Street Commissioner to look at the situation on her street and will make every effort to fix the problem. The Mayor told her he is not allowed by law to talk with her about the tort claim; the attorneys will deal with that.

Eric Harvey of 230 W. Broadway brought a request for encroachment of City right-of-way in order to plant eight trees between the sidewalk and the curb. The trees will be front of four residential lots, two trees in front of each home. These are east of the Persimmon Tree Bed and Breakfast across from the City Building. Mayor Henderson mentioned that the landscape ordinance restricts what can be planted in those areas to assure that nothing will obstruct the sight line. Mr. Harvey said they are agreeable to abiding by what is on the list. Mr. Beville moved to take the matter under advisement until the next meeting. Second by the Mayor. Vote: Ayes.

On behalf of Harrison Crossing, Section 1A, Attorney Joe Van Valer asked for acceptance of the Inspection & Testing Agreement. Mr. Beville moved to accept the Inspection & Testing Agreement for Harrison Crossing, Section 1A, subject to final approval by the City Attorney and Director of Engineering, and ratify the acceptance of the 50% fee. Second by the Mayor. Vote: Ayes.

Jerry Ott of Civil & Environmental Consultants, for Meyer Car Wash, asked for acceptance of the Inspection & Testing Agreement, evaluation of sanitary sewer capacity, approval of use of a private sanitary sewer line and acceptance of the revised final plat. Mr. Ott discussed a sanitary lateral line that may possibly have to be reconstructed if Thorntons does not agree to allow the car wash to be built over

it. Mr. Peoni noted that the Inspection & Testing Agreement is in order and, based on a report by Mr. Ott, it appears there is sanitary sewer capacity. Some revisions are needed on the plat. Mr. Beville moved to accept the Inspection & Testing Agreement for Meyer Car Wash, acknowledge that there may be sanitary sewer capacity and accept the final revised plat, subject to review by the Engineering, Sanitation/Field and Legal department, with the Mayor authorized to sign. Second by Mayor Henderson. Vote: Ayes.

Greg Lecher of Centex Homes came forward on behalf of Providence Green, Section 1, to ask for acceptance of improvements, acceptance of maintenance bonds and release of performance bonds. Mr. Peoni confirmed that the sanitary sewers have been inspected by the Sanitation Department and appear to have been satisfactorily installed. The Sanitation Superintendent, Keith Meier, has issued his approval letter. Minor revisions were needed on the as-builts. Mr. Beville, based on Mr. Peoni's memo, moved to:

- 1) Accept the sanitary sewers at Providence Green, Section 1.
- 2) Accept three (3) year maintenance bond #6161780-1 from Safeco Insurance Company in the amount of \$28,723 for the sanitary sewers at Providence Green, Section 1.
- 3) Release performance bond #6161780 from Safeco Insurance Company in the amount of \$143,615 for the installation of the sanitary sewers at Providence Green, Section 1, all subject to:
 - a) City Attorney review and approval of the maintenance bond form.
 - b) Receipt of final, acceptable mylar as-builts.
 - c) Payment of final Inspection & Testing fees.

Second by the Mayor. Vote: Ayes.

Mr. Lecher brought the same request as above for Providence Green, Section 2. Again, the sanitary sewers have been found to be acceptable. Mr. Peoni indicated that they owe outside engineering review fees. Per Mr. Peoni's memo, the Mayor moved to:

- 1) Accept the sanitary sewers at Providence Green, Section 2.
- 2) Accept three (3) year maintenance bond #6212114-1 from Safeco Insurance Company in the amount of \$17,074.48 for the sanitary sewers at Providence Green, Section 2.
- 3) Release performance bond #6212114 from Safeco Insurance Company in the amount of \$86,372.38 for the installation of the sanitary sewers at Providence Green, Section 2, all contingent upon:
 - a) City Attorney review and approval of the maintenance bond form.
 - b) Receipt of final, acceptable mylar as-builts.
 - c) Payment of final Inspection & Testing fees.
 - d) Payment of final outside engineering review fees.

Second by Mr. Beville. Vote: Ayes.

There was an identical request to the first two sections for Providence Green, Section 3, again with the sanitary sewers being found acceptable and with minor revisions needed on the as-builts. Per Mr. Peoni's memo, Mayor Henderson moved to:

- 1) Accept the sanitary sewers at Providence Green, Section 3.
- 2) Accept three (3) year maintenance bond #8195-56-05-1 from Federal Insurance Company in the amount of \$7,359 for the sanitary sewers at Providence, Section 3.
- 3) Release performance bond #8195-56-05 from Federal Insurance Company in the amount of \$36,793 for the installation of the sanitary sewers at Providence Green, Section 3, all based upon:
 - a) City Attorney review & approval of the maintenance bond form.
 - b) Receipt of final, acceptable mylar as-builts.

Second by Mr. Beville. Vote: Ayes. As to the issue of overpayment of outside review fees, Mr. Peoni confirmed that they paid upfront for the outside engineering review fees and they are requesting a refund of any balance remaining.

For Providence Green, Section 4, Mr. Lecher brought the same request. Mr. Peoni indicated that again the sanitary sewers had been found acceptable by inspection of the Sanitation Department. Per Mr. Peoni's memo, Mr. Beville moved to:

- 1) Accept the sanitary sewers at Providence Green, Section 4.
- 2) Accept three (3) year maintenance bond #SU 5006464-1 from Arch Insurance Company in the amount of \$3,636 for the sanitary sewers at Providence Green, Section 4.
- 3) Release performance bond #SU 5006464 from Arch Insurance Company in the amount of \$18,181 for the installation of the sanitary sewers at Providence Green, Section 4, all based upon:
 - a) City Attorney review & approval of the maintenance bond form.

b) Receipt of final, acceptable mylar as-builts.
Second by Mayor Henderson. Vote: Ayes.

Max Cooper represented The Chateaux at Woodfield, Section One, to ask for acceptance of improvements, acceptance of maintenance bonds and execution of the plat. With him was Doug Wagner of Precedent. Mr. Peoni said that he understands there are unresolved items in the field for this project and the next item on the agenda that need to be taken care of or at least inspected in thirty days. Mr. Wagner told the Board that they have made the repairs but Keith Meier, Sanitation Superintendent, has stated that the sanitary sewers need to be retested in thirty days. Mr. Wagner indicated that Mr. Meier had suggested a \$30,000 cashier's check as a performance guarantee, which he had with him, but he did not know if this was "on the table". He also had riders for the bonds to address revisions requested by the City Attorney. Mr. Meier discussed the situation at this point. Mr. Peoni stated that Cobblestone is asking for an amended Sewer Service Agreement, which will affect costs to subsequent users, and he strongly suggested that this be taken care of first, with the dollar amount agreed upon. The matter was continued until after the Cobblestone discussion later in the meeting.

For The Reserve at Timbers Edge, Mr. Cooper requested execution of the sub-plat. Mr. Peoni confirmed that all is in order. Mr. Beville then moved to execute the sub-plat for buildings 11, 13, 14 and 16 at the Reserve at Timbers Edge. Second by Mayor Henderson. Vote: Ayes.

Jerry Wiggins came forward on behalf of Cobblestone Estates Offsite to ask acceptance of the lift station, force main and sanitary sewer and acceptance of the maintenance bond for those offsite improvements. Mayor Henderson moved to accept the lift station, force main and sanitary sewer and accept the maintenance bond, subject to approval of the bond form by the City Attorney and of the amount by the Engineering Department. Second by Mr. Beville. Mr. Peoni indicated that his department needed additional information for the as-builts, and once that is approved, the mylar as-builts. There is a balance due on Inspection & Testing fees. This led to discussion of a need to amend the bond and to include the developer (Gene Perkins) as well as the contractor on the bond. Mr. Peoni insisted that the City in the last 8 to 10 years at least has not accepted a bond without the developer being on it. Vote: Ayes. Motion carried.

Mayor Henderson reported for Code Enforcement that the nuisance complaints at lots 35 and 37 Polk Manor and at 781 Forest Avenue have been abated.

Next was discussion of the cost to construct the line for Cobblestone and the 15 Year Law Fees charged. Mr. Peoni recounted that the construction cost was based on an engineer's estimate of approximately \$690,564 (per Mr. Wiggins). A contract was then signed with Rhino Excavating for \$768,495 stated Mr. Peoni, which was above what was in the Sewer Service Agreement. A change order for \$1,103.50 brought the contract price to \$769,598.50. Mr. Wiggins had submitted a list of cost increases and the City asked for verification of those increases – such as receipts and checks. Staff was to look through those line items. Mr. Peoni and Mr. Meier have determined what they feel are reasonable construction costs for a total of \$924,227.73. A big reason for the difference between the amount the developer would like to use and what Mr. Meier and Mr. Peoni state is the interest paid on the Cobblestone sanitary sewer. The 15 Year Law ordinance prohibits reimbursement for interest incurred on the construction loan. This was approximately \$73,000. There was also around \$33,000 worth of waterline-related issues, including providing temporary wells. Mr. Wiggins related they had received another bill for \$1,062.80 for the erosion control. He said that the total was \$1,031,794.77, plus their engineering and testing fees (\$8,382.50) which add up to \$1,040,177.27. Subtracting the interest would leave \$966,606.99 said Mr. Wiggins. Mayor Henderson recounted similar issues that were problems for the City. He did not see a problem, he said, with providing temporary wells to those residents. Mr. Peoni replied that he would need more backup information. Mayor Henderson moved to amend the Sewer Service Agreement to \$966,606.99, with the option to include the interest if permissible after talking with the City Attorney. Second by Mr. Beville. Vote: Ayes.

Returning to The Chateaux at Woodfield, Section One, it was clarified that the cashier's check mentioned earlier was to cover any problem that might arise on the retesting of the sanitary sewers. Mr. Peoni pointed out that the 15 Year Law fees for the two Woodfield projects would not be known until the Cobblestone Sewer Service Agreement is amended. Mr. Wagner indicated that they would be willing to pay the adjusted fee. Mr. Peoni told the Board that he was not comfortable approving the plat until those fees were paid. Mr. Wagner mentioned a concern for model permits. The number issued would be decided by the Planning Department. The Mayor, per Mr. Peoni's memo, moved to:

- 1) Accept the sanitary sewers at The Chateaux at Woodfield, Section One, subject to Keith Meier, Sanitation Superintendent, approval.
- 2) Accept three (3) year maintenance bond #5011341 from Bond Safeguard Insurance Company in the amount of \$91,025 for the sanitary sewers at The Chateaux at Woodfield, Section One.
- 3) Accept the stone base, asphalt base, asphalt binder and concrete curbs (streets) at The Chateaux at Woodfield, Section One.
- 4) Accept three (3) year maintenance bond #400TD4091 from St. Paul Fire and Marine Insurance Company in the amount of \$96,989.54 for the stone base, asphalt base and asphalt binder at The Chateaux at Woodfield, Section One.
- 5) Accept three (3) year maintenance bond #5012132 from Bond Safeguard Insurance Company in the amount of \$27,579.20 for the concrete curbs at The Chateaux at Woodfield, Section One.
- 6) Accept performance bond #5011342 from Bond Safeguard Insurance Company in the amount of \$67,326.88 for the installation of the asphalt surface at The Chateaux at Woodfield, Section One.
- 7) Accept performance bond #5011343 from Bond Safeguard Insurance Company in the amount of \$126,118.30 for the installation of the sidewalks at The Chateaux at Woodfield, Section One.
- 8) Accept performance bond #5011344 from Bond Safeguard Insurance Company in the amount of \$6,242.50 for the installation of the signs and monuments at The Chateaux at Woodfield, Section One.
- 9) Accept performance bond #5011345 from Bond Safeguard Insurance Company in the amount of \$967,196 for the installation of the dirtwork and storm sewers at The Chateaux at Woodfield, Section 1.
- 10) Accept performance bond #5011346 from Bond Safeguard Insurance Company in the amount of \$164,212.84 for the installation of the erosion control at The Chateaux at Woodfield, Section One.
- 11) Execute the plat, all subject to:
 - a) City Attorney approval of the bond form.
 - b) Payment of all final Inspection & Testing fees for all improvements.
 - c) Final review and approval of the plat by the Engineering and Planning departments.
 - d) Payment of all 15 Year Law fees per the pending amended Cobblestone Sewer Service Agreement, which is to be expedited as quickly as possible.

Second by Mr. Beville. Vote: Ayes. Motion carried.

For the Trails at Woodfield, Section One, which had a similar request as The Chateaux at Woodfield, Section One, Mayor Henderson, per Mr. Peoni's memo, moved to:

- 1) Accept the sanitary sewers at The Trails at Woodfield, Section One, subject to Keith Meier, Sanitation Superintendent, approval.
- 2) Accept three (3) year maintenance bond #5012553 from Bond Safeguard Insurance Company in the amount of \$30,063.50 for the sanitary sewers at The Trails at Woodfield, Section One.
- 3) Accept the stone base, asphalt base, asphalt binder and concrete curbs (streets) at The Trails at Woodfield, Section One.
- 4) Accept three (3) year maintenance bond #400TD4092 from St. Paul Fire and Marine Insurance Company in the amount of \$25,634.35 for the stone base, asphalt base and asphalt binder at The Trails at Woodfield, Section One.
- 5) Accept three (3) year maintenance bond #5012131 from Bond Safeguard Insurance Company in the amount of \$8,901.20 for the concrete curbs at The Trails at Woodfield, Section One.
- 6) Accept performance bond #5011347 from Bond Safeguard Insurance Company in the amount of \$17,950.63 for the installation of the asphalt surface at The Trails at Woodfield, Section One.
- 7) Accept performance bond #5011349 from Bond Safeguard Insurance Company in the amount of \$48,956.60 for the installation of the sidewalks at The Trails at Woodfield, Section One.
- 8) Accept performance bond #5011348 from Bond Safeguard Insurance Company in the amount of \$1,002.10 for the installation of the signs and monuments at The Trails at Woodfield, Section One.

- 9) Accept performance bond #5012551 from Bond Safeguard Insurance Company in the amount of \$512,151.09 for the installation of the dirtwork and storm sewers at The Trails at Woodfield, Section One.
- 10) Accept performance bond #5011350 from Bond Safeguard Insurance Company in the amount of \$86,138.47 for the installation of the erosion control at The Trails at Woodfield, Section One.
- 11) Accept the offsite drainage easement for The Trails at Woodfield, Section One.
- 12) Execute the plat, all conditioned upon:
 - a) City Attorney approval of the bond form.
 - b) Payment of all final Inspection & Testing fees for all improvements.
 - c) Final review and approval of the plat by the Engineering and Planning departments.
 - d) Payment of all 15 Year Law fees per the amended Cobblestone Sewer Service Agreement, which is to be expedited as quickly as possible.

Second by Mr. Beville. Once again, model permits will be allowed at the discretion of the Planning Department. At this point, the City accepted Official Check #733871871 in the amount of \$30,000 from Bank One as a guaranty for the portion of the sanitary sewers at The Chateaux and Trails at Woodfield, Section One that will be retested. Vote: Ayes. Motion carried.

From the audience Kevin McGinnis came forward on behalf of Featherstone Development to seek a waiver on the minimum grade of concrete swales in Featherstone, Section Two. He indicated that they have poured almost 2,000 linear feet of concrete swales, with a few spots beneath the minimum slope. However, he asserted that the swales are flowing and presented documentation, discussing the pictures. Mr. McGinnis said that they have dug to the point where they have reached the water table and springs in this area. Kevin Riddle of the Engineering Department has been to the site. Mr. Peoni told the Board this was done under the old ordinance with a minimum slope of .3%. The new ordinance upgrades the standards to 1%. This led to discussion of what will happen when there is more development, including the suggestion of a maintenance bond for a longer period. Mr. Peoni brought up his concern again about the terms "materials" and "workmanship". An agreement including more than the materials and workmanship, though still tied to the maintenance bond, might be the answer. Mr. McGinnis agreed with the Mayor and Mr. Peoni that the homeowners are to maintain the flow line of the concrete swales. After more discussion it was the consensus that the Board needs to hear the opinion of Kevin Riddle from the Engineering Department who has been to the site.

John Cross came forward to ask to be in the towing rotation for the City. He has made a significant investment in equipment and in property, he told the Board. Mr. Cross brought insurance information as well as State police guidelines. Mayor Henderson told Mr. Cross he would give the information to the Police Department and direct them to get their own guidelines to the Board within thirty days. The Mayor said he had always preferred a contract.

Street Superintendent Greg Owens was next to discuss the agreement with National City Bank to provide reasonable maintenance on the parking lot at Main and Madison. He received a copy of a letter that asked for the City to crack seal the entire lot and restripe it. Mr. Owens asked for quotes from two contractors and had one quote the bank had received. The scope of work would include remove vegetation from the cracks, grout the cracks, put a rubberized sealant material in there and double seal the entire parking lot. His recommendation was to use the lowest quote, from Reece Seal Coating, at \$2,725. There was discussion as to reasonable maintenance. Mr. Beville moved to accept the low bid for the parking lot as discussed, in the amount of \$2,725. This is to come from Street Department funds. Second by the Mayor. Vote: Ayes.

Mr. Owens next reported on the bids for the rubber tired paver for the Street Department. The bidder was Brandeis Machine Company of Indianapolis. The base bid was \$103,074. There were two options that Mr. Owens felt was needed, for a total of \$8,712, for a total price of \$111,786. Mr. Owens and the Director of Operations agreed that a five-year lease/purchase is the best option for the City, with a buy-out at the end of the term. The annual payments would be \$24,646.58. Mr. Owens would like to explore other finance options to reduce the payments. Mr. Beville moved to accept the five-year lease as described with payments of \$24,646.58 annually. Second by the Mayor. Vote: Ayes.

Discussion of the June 22nd bid opening for the 2004 Bituminous Overlay Project was next. Six companies picked up bid packets. Five responded. Mr. Peoni told the Board that the engineer's estimate was approximately \$2 million. Milestone Contractors is the apparent low bidder at \$1,667,996.95. Mr. Peoni confirmed that the bid packet appears to be in order, pending review from the City Attorney. Mr.

Beville moved to award the contract for the 2004 Bituminous Overlay Project to Milestone Contractors as described. Second by the Mayor. Vote: Ayes.

Also on June 22nd the bid committee received bids on the Valle Vista Reconstruction Project. Once again six companies picked up bid packets. All six turned in bids. The in-house estimate was \$1,345,000. Four bids came in at or below that figure, with the low bidder appearing to be Milestone Contractors at \$1,249,502.75 for the base bid. Mr. Peoni told the Board that everything appears to be in order, pending review from the City Attorney. Mr. Beville moved to award the base bid for the Valle Vista Reconstruction Project to the apparent low bidder Milestone Contractors, as discussed. Mr. Peoni recommended that the remaining alternate bids be held in case of contingencies. The alternates could be added at a later date. Second by the Mayor. Work is to start by July 26th but could start earlier. Vote: Ayes.

The City Attorney had asked the Board to act on a request concerning the Street Fair on June 26th. At its May 20, 2004 meeting the Board granted the Old Towne Merchants Association permission to sponsor horse and carriage rides along Madison Avenue from Machledt Drive to the Village Shops between 11:30 a.m. and 2:30 p.m. Peggy Best, operator of Yellow Rose Carriages, has requested that the City waive its requirement that the horses be vaccinated and further requests that she not have to provide that her horses have passed a Coggins test (for anemia). Mr. Beville moved to waive the requirement that horses being brought upon City property by the Old Towne Merchants Association for the horse and carriage rides by Yellow Rose Carriages along Madison Avenue on June 26, 2004 pass a Coggins test, and be vaccinated against rabies, rhinopneumonitis, and influenza, on the condition that the owner and operator of the horse and carriage business comply with all other requirements and sign a verified statement that the horses are not from out of state, are segregated from other animals, have not been bitten and do not have rabies. Second by the Mayor. Vote: Ayes.

Mayor Henderson, regarding the Eastside Interceptor, brought up a request to direct the Clerk-Treasurer to issue a check (the amount yet unknown) for the Kelsay Property to relocate the sanitary sewer line. The check would be for right-of-entry as the City is going to condemnation; the amount will be set by the court. Mayor Henderson moved to instruct the Clerk-Treasurer to the parties, and in the amount directed by the City Attorney, to file for right-of-entry. Second by Mr. Beville. Vote: Ayes.

Mr. Beville moved to accept claims as presented through June 24th. Second by Mayor Henderson. Vote: Ayes.

Mayor Henderson recalled that at the last meeting the Board gave permission for the Mayor and the Clerk-Treasurer's office to move forward with the GEMS computer software. The Mayor had originally given a figure of \$106,000 but the cost was \$146,000. The Mayor had an itemized listing and the Clerk-Treasurer has talked with individual Council members. They are in agreement that if the software were purchased out of Sewage Works Operating funds, they would budget in the Clerk-Treasurer's budget to repay that over a couple of years. During the first year of operation, a study will be done to show the percentage out of Sanitation, Waste Management and the General Fund. Mr. Beville moved to revise the figure as discussed to \$146,000. Second by the Mayor. Vote: Ayes. At this time Mr. Beville also moved to allow the Chief Information Officer and the Clerk-Treasurer to move forward with the purchase. Second by Mayor Henderson. Vote: Ayes.

Mr. Peoni brought up Change Order #6 on the Emerson Avenue Project – a deduct of \$33,336.91. The contractor has opted to be penalized this amount instead of taking the “failed” materials out. Mayor Henderson moved to approve Change Order #6 on the Emerson Avenue Project. Second by Mr. Beville. Vote: Ayes.

Mayor Henderson next discussed a letter from Steven R. St. Pierre of Wilson St. Pierre regarding their application to the Indiana Department of Environment Management (IDEM) for a second human cremation unit. IDEM requires that they notify several parties as part of the application process. (Letter is in the attachments of this meeting).

The Mayor next touched on a letter from Councilman John Gibson to Council President Jessie Reed regarding a request for handicapped parking at 452 Spring Drive. Staff will look into this.

With no further business, the meeting adjourned at 8:05 p.m.